

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF OKLAHOMA**

|   |   |                                   |
|---|---|-----------------------------------|
| <b>ON SITE MEDICAL, PLLC</b>                                | ) |                                   |
|   | ) |                                   |
| <b>Plaintiff,</b>   | ) |                                   |
|   | ) |                                   |
| <b>- vs -</b>   | ) | <b>Case No. 6:14-cv-00510-RAW</b> |
|   | ) |                                   |
| <b>TRAVELERS CASUALTY INSURANCE<br/>COMPANY OF AMERICA,</b> | ) |                                   |
|   | ) |                                   |
| <b>Defendant.</b>   | ) |                                   |

**COMPLAINT**

**COMES NOW** the Plaintiff, On Site Medical, PLLC, and for its causes of action against Defendant, Travelers Casualty Insurance Company of America, would inform the Court as follows:

1. The Plaintiff is an Oklahoma Limited Liability Company that is owned by Dr. Emory Hilton. Dr. Hilton is a resident of the Eastern District of Oklahoma. The business is located in McAlester, Oklahoma.
2. Defendant, Travelers Casualty Insurance Company, is a Delaware insurance company with authority to issue insurance in Oklahoma.
3. Travelers Casualty Insurance Company issued a commercial insurance policy to On Site Medical, PLLC for coverage of a Podiatry practice in McAlester, Oklahoma.
4. The amount in controversy exceeds \$75,000.
5. On or about May 19, 2013, while the commercial insurance policy issued by Travelers Casualty Insurance Company of America was in full force and effect, the Plaintiff, and its owner, Dr. Emory Hilton, were the victims of thunderstorm damage to their business. The storm produced lightening which damaged the electronic

equipment in the business including but not limited to an x-ray machine, computer server, desktop computer, laptop computer and other electronic devices.

6. Plaintiff notified Defendant of its loss.
7. Plaintiff contacted a computer expert to help fix the damage done to the computers and other equipment. The computers were not salvageable. The data from the server was ultimately retrieved after considerable time and expenses.
8. Plaintiff submitted to multiple demands for information from Defendant. They submitted invoices to Defendant for all of their losses including the lost computers, retrieval of information on the servers, lost business income and all other damages claimed.
9. Defendant paid for replacement of a computer. Defendant failed to pay for the business income loss, the lost server, the bills for computer experts to work on the system and the money spent on data retrieval specialists.
10. The acts and failures to act on the part of the Defendant constitute bad faith. Defendant has failed to properly and in good faith consider the full extent of the loss by its insured and breached its duty of good faith and fair dealing with its insured.
11. The acts and refusal to act by Defendant constitute both a breach of contract and bad faith and both have caused damage to its insured which reasonably expected a timely and fair response by its insurance company.
12. The acts of bad faith by Travelers Casualty Insurance Company of America include but are not limited to:
  - a. Failure to properly investigate the loss and claim;

- b. Failure to assist its insured in the adjusting of the loss and presentation of the claim;
  - c. Failure to timely pay the claim of the insured;
  - d. Failure to pay the amounts of loss as determined by the adjusters it hired;
  - e. Failure to establish and pay the loss of income of the business when the business was without computers and a server with patient information for days which combined with the limited benefit for loss of income created a claim that in good faith should have been quickly adjusted and paid and which would not have reasonably required the insured to present much information to substantiate the loss;
  - f. Failure to comply with the Unfair Claims Settlement Act;
  - g. Failure to pay the claim without explaining to the insured what questions, if any, that it had that might be causing the insurance company to withhold payment;
  - h. Failure to tell Dr. Emory Hilton what questions Travelers Casualty Insurance Company of America had about the loss of income claim and all other claims not paid.
  - i. Reliance on unscientific data for its rejection of portions of the claim.
13. Upon information and belief Plaintiff further alleges the handling of its claim was not an isolated event. Defendant has consistently handled and otherwise has approved company-wide practices and policies which reward and encourage systematic reduction, delay or avoidance of the payment of claims.

14. Due to the failure of Travelers Casualty Insurance Company of America to reasonably and timely pay the claims of its insured they should be ordered to pay the value of the claims, pay damages for its bad faith as well as consequential damages, interest, costs and attorney fees.

15. The actions of Travelers Casualty Insurance Company of America during the handling of the Plaintiff's claim demonstrate it intentionally and with malice, breached its duty to deal fairly and in good faith. Their actions were intentional, malicious and consistent with an overall collective corporate goal of increasing profits through the systematic reduction or avoidance of claims. The Plaintiff therefore seeks punitive damages in an amount in excess of \$75,000 in addition to all other damages.

**WHEREFORE** based upon the above and foregoing, the Plaintiff requests judgment against Defendant in an amount to be determined by a jury for the causes of action above stated, actual damages, consequential and bad faith damages, punitive damages, all of the policy benefits Plaintiff was entitled to have received under the terms of the policy, interest, costs and attorney fees.

Date: September 24, 2014

Respectfully submitted,

JURY TRIAL DEMAND

ATTORNEY LIEN CLAIMED

/s/ Trevor J. Furlong  
Trevor J. Furlong, OBA#20208  
The Edwards Law Firm  
321 S. Third Street, Suite 1  
P.O. Box 1066  
McAlester, OK 74502

(918) 302-3700 – Telephone  
(918) 302-3701 – Facsimile  
[tfurlong@edwardslawok.com](mailto:tfurlong@edwardslawok.com)